



IMPORTANT NOTICE TO PROSPECTIVE BIDDERS

PROSPECTIVE BIDDERS ARE TO REGISTER THEIR RESPECTIVE CONTACT DETAILS AT INFO.CONTRACTS@GOV.MT SO THAT ANY CLARIFICATIONS / COMMUNICATIONS PERTAINING TO THIS TENDER PROCEDURE ARE COMMUNICATED TO THEM IN DUE TIME AS PER TENDER DOCUMENTS. ANY CLARIFICATIONS OR ADDENDA TO THE TENDER DOCUMENT WILL BE UPLOADED ON THE SAME WEBSITE. THE CENTRAL GOVERNMENT AUTHORITY SHALL NOT BE HELD RESPONSIBLE FOR ANY MISDEMEANOUR IF THIS CONDITION IS NOT ADHERED TO.



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PROVISION OF CLINICAL TRAINING IN MEDICAL PHYSICS ESF 4.175

Closing Date: 08 MAY 2014 at 10:00am CET

Date Published: 28 MAR 2014

This Tender is free of charge



Operational Programme II – Cohesion Policy 2007-2013
Empowering People for More Jobs and a Better Quality of Life
This Tender is part-financed by the European Union
European Social Fund (ESF)
Co-financing rate; 85% EU Funds; 15% National Funds
Investing in your future



IMPORTANT:

- No Bid Bond is requested for this tender
- Clarifications shall be uploaded and will be available to view/download from www.contracts.gov.mt/tenders

Department of Contracts

Notre Dame Ravelin, Floriana FRN 1600, Malta. Tel: (356) 21220212. Fax: (356) 21247681 Email: info.contracts@gov.mt

TENDER FOR CLINICAL TRAINING IN MEDICAL PHYSICS

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# VOLUME 1 SECTION 1 - INSTRUCTIONS TO TENDERERS

## A. GENERAL PART

### 1. General Instructions

- 1.1 In submitting a tender, the tenderer accepts in full and in its entirety, the content of this tender document, including subsequent Clarifications issued by the Central Government Authority, whatever his own corresponding conditions may be, which he hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document.

No account can be taken of any reservation in the tender as regards the tender document; any disagreement, contradiction, alteration or deviation shall lead to the tender offer not being considered any further.

The Evaluation Committee shall, after having obtained approval by the General Contracts Committee, request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-Clause 16.1(a) and 16.1(b) of these Instructions to Tenderers. Such rectification/s must be submitted within two (2) working days from notification, and will be subject to a non-refundable administrative penalty of €50: failure to comply shall result in the tender offer not being considered any further.

No rectification shall be allowed in respect of the documentation as outlined in sub-Clause 16.1(c) of these Instructions to Tenderers. Only clarifications on the submitted information in respect of the latter may be eventually requested.

- 1.2 This is a call for tenders for the Provision of a Clinical Training in Medical Physics (including research supervision towards a Masters thesis) in:

- Medical Physics in Diagnostic and Interventional Radiology (4 trainees)
- Medical Physics in Nuclear Medicine ( 2 trainees)
- Medical Physics in Radiation Oncology (4 Trainees)

- 1.3 This is a global-price contract.

- 1.4 The tenderer will bear all costs associated with the preparation and submission of the tender. The Central Government Authority will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.

- 1.5 The Central Government Authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

## 2. Timetable

|                                                                                    | DATE                                    | TIME*          |
|------------------------------------------------------------------------------------|-----------------------------------------|----------------|
| Clarification Meeting/Site Visit (Refer to Clause 9.1)                             | No Clarification/Site Visit is intended | Not applicable |
| Deadline for request for any additional information from the Contracting Authority | 22 <sup>nd</sup> April 2014             | 23.45hrs       |
| Last date on which additional information are issued by the                        | 2 <sup>nd</sup> May 2014                | 17.00hrs       |

|                                                                                                                 |                          |         |
|-----------------------------------------------------------------------------------------------------------------|--------------------------|---------|
| Contracting Authority                                                                                           |                          |         |
| Deadline for submission of tenders / Tender Opening Session (unless otherwise modified in terms of Clause 11.3) | 8 <sup>th</sup> May 2014 | 10:00am |
| * All times Central European Time (CET)                                                                         |                          |         |

### 3. Lots

- 3.1 This tender is not divided into lots, and tenders must be for the whole of quantities indicated. Tenders will not be accepted for incomplete quantities.

### 4. Financing

- 4.1 The project is *co-financed* by the European Union/Government of Malta, in accordance with the rules pertaining to the Operational Programme II - Cohesion Policy 2007-2013, Empowering People for More Jobs and a Better Quality of Life, European Social Fund (ESF).

- 4.2 The beneficiary of the financing is Ministry For Health

### 5. Eligibility

- 5.1 Participation in tendering is open on equal terms to all natural and legal persons of the Member States of the European Union, the beneficiary country, any other country in accordance with Regulation 64 of the Public Procurement Regulations.

- 5.2 Natural persons, companies or undertakings who fall under any of the conditions set out in Regulation 50 of the Public Procurement Regulations, 2010 (Legal Notice 296 of 2010) may be excluded from participation in and the award of contracts. Tenderers or candidates who have been guilty of making false declarations will also incur financial penalties representing 10% of the total value of the contract being awarded.

- 5.3 Tenders submitted by companies forming a joint venture/consortium must also fulfil the following requirements:

- One partner must be appointed lead partner and that appointment confirmed by submission of powers of attorney signed by legally empowered signatories representing all the individual partners. The tender must include a preliminary agreement or letter of intent stating that all partners assume joint and several liability for the execution of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, all partners, individually and collectively.
- All partners in the joint venture/consortium are bound to remain in the joint venture/consortium until the conclusion of the contracting procedure. The consortium/joint venture winning this contract must include the same partners for the whole performance period of the contract other than as may be permitted or required by law.

- 5.4 All materials, equipment and services to be supplied under the contract must originate in an eligible country. For these purposes, "origin" means the place where the materials and/or equipment are mined, grown, produced or manufactured and/or from which services are provided.

### 6. Selection Criteria

- 6.1 In order to be considered eligible for the award of the contract, tenderers must provide evidence that they meet or exceed certain minimum qualification criteria described

hereunder.

**In the case of a joint venture, the joint venture as a whole must satisfy the minimum qualifications required below.**

6.1.1 No evidence of economic and financial standing is required.

6.1.2 Information about the tenderer's technical capacity.

*(An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the contracting authority that it will have at its disposal the resources necessary for the execution of the contract, for example, by producing an undertaking by those entities to place the necessary resources at the disposal of the economic operator)*

This information must follow the forms in Volume 1, Section 3 of the tender documents and include:

Provide:

- Evidence that the bidder/s is/are medical physics departments in large academic teaching hospitals with an already well established clinical training programme for medical physicists in all three specialties of medical physics and which are recognized as such by the national medical physics professional association of the country of origin. The level expected is that of Qualified Medical Physicist (as defined by the European Federation of Organizations for Medical Physics) in the chosen specialty/specialties of Medical Physics and must include training in patient, occupational and public radiation protection associated with the respective specialty.
- Evidence that the bidder/s is/are in a position to provide the trainees with the necessary materials, equipment and onsite supervision to carry out and complete a clinically oriented Medical Physics Masters level research thesis MQF level 7 or equivalent, in the particular specialty/specialties of Medical Physics.
- A list of the key experts and other staff proposed for the execution of the contract. Public officers and employees of government agencies and government entities of the beneficiary country, cannot be recruited as experts. The Evaluation Committee reserves the right to request the tenderers to substantiate their claims in respect to the staff proposed by requesting CVs of key staff and signed Declarations of Exclusivity and Availability during the evaluation stage.
- Data on subcontracting allowed on this contract. The maximum amount of subcontracting allowed on this contract should not exceed [40%].

## **7. Multiple Tenders**

7.1 A tenderer may submit multiple tender offers.

7.2 A company may not tender for a given contract both individually and as a partner in a joint venture/consortium.

7.3 A company may not tender for a given contract both individually/partner in a joint venture/consortium, and at the same time be nominated as a sub-contractor by any another tenderer, or joint venture/consortium.

7.4 A company may act as a sub-contractor for any number of tenderers, and joint ventures/consortia, provided that it does not participate individually or as part of a joint venture/consortium, and that the nominations do not lead to a conflict of interest, collusion,

or improper practice.

## 8. Tender Expenses

- 8.1 The tenderer will bear all costs associated with the preparation and submission of the tender.
- 8.2 The Central Government Authority will neither be responsible for, nor cover, any expenses or losses incurred by the tenderer through site visits and inspections or any other aspect of his tender.

## 9. Site Inspection

- 9.1 No clarification meeting/site visit is planned.

## B. TENDER DOCUMENTS

### 10. Content of Tender Document

- 10.1 The set of tender documents comprises the following documents and should be read in conjunction with any clarification notes issued in accordance with Clause 24:
- Volume 1 Instructions to Tenderers
- Volume 2
- Draft Contract
  - General Conditions (available online from [www.contracts.gov.mt/conditions](http://www.contracts.gov.mt/conditions))
  - Special Conditions
- Volume 3 Terms of Reference
- Volume 4 Model Financial Bid
- 10.2 Tenderers bear sole liability for examining with appropriate care the tender documents, including those design documents available for inspection, and any clarification notes to the tender documents issued during the tendering period, and for obtaining reliable information with respect to conditions and obligations that may in any way affect the amount or nature of the tender or the execution of the works. In the event that the tenderer is successful, no claim for alteration of the tender amount will be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.
- 10.3 The tenderer must provide all documents required by the provisions of the tender document. All such documents, without exception, must comply strictly with these conditions and provisions and contain no alterations made by the tenderer.

### 11. Explanations/Clarification Notes Concerning Tender Documents

- 11.1 Tenderers may submit questions in writing to the Central Government Authority through:
- sending an email to [info.contracts@gov.mt](mailto:info.contracts@gov.mt)
  - online from the Registered Users' Questions and Answers facility within the tender's page
  - through [www.contracts.gov.mt/contact-us](http://www.contracts.gov.mt/contact-us)
  - fax number +356 21247681
- up to 16 calendar days before the deadline for submission of tenders. The Central Government Authority must reply to all tenderers' questions, and amend the tender documents by publishing clarification notes, up to at least 3 calendar days before the deadline for submission of tenders.
- 11.2 Questions and answers, and alterations to the tender document will be published as a clarification note on the website of the Department of Contracts ([www.contracts.gov.mt/tenders](http://www.contracts.gov.mt/tenders)) within the respective tender's page, under the subheading "Preview & Free Tender Documents, and Clarifications". Clarification notes will constitute



an integral part of the tender documentation, and it is the responsibility of tenderers to visit this website and be aware of the latest information published online prior to submitting their Tender.

- 11.3 The Central Government Authority may, at its own discretion, as necessary and in accordance with Clause 24, extend the deadline for submission of tenders to give tenderers sufficient time to take clarification notes into account when preparing their tenders.

## **12. Labour Law**

- 12.1 Not applicable.

## **13. Law**

- 13.1 By submitting their tenders, tenderers are accepting that this procedure is regulated by Maltese Law.

# **C. TENDER PREPARATION**

## **14. Language of Tenders**

- 14.1 The tender and all correspondence and documents related to the tender exchanged by the tenderer and the Central Government Authority must be written in English.
- 14.2 Supporting documents and printed literature furnished by the tenderer may be in another language, provided they are accompanied by an accurate translation into English. For the purposes of interpretation of the tender, the English language will prevail.

## **15. Presentation of Tenders**

- 15.1 Tenders must satisfy the following conditions:
- (a) All tenders must be submitted in one original and one copy.
  - (b) The tender is to be sealed.
  - (c) All tenders must be received by date and time indicated in the timetable at Clause 2 and deposited in the tender box at the entrance of the Department of Contracts, Notre Dame Ravelin, Floriana, FRN 1600, Malta.
  - (d) All package, as per (b) above, must bear only:
    - (i) the above address;
    - (ii) the reference of the invitation to tender concerned;
    - (iii) the name of the tenderer.

## **16. Content of Tender (Single-Envelope System)**

- 16.1 The tender must comprise the following duly completed documents, inserted in a single, sealed envelope (unless their volume requires a separate submission):

### *Selection Criteria*

- (a) *Technical Capacity*<sup>(Note 1)</sup>
  - (i) Evidence (Volume 1, Section 3)
  - (ii) Personnel (Key Experts) to be employed on contract (Volume 1, Section 3)
- (b) *Evaluation Criteria/Technical Specifications*<sup>(Note 1)</sup>
  - (i) Tenderer's Technical Offer in response to specifications/Terms of Reference (Volume 3)
    - Organization & Methodology

- Rationale
- Strategy
- Timetable of Activities

(c) *Financial Offer/Bill of Quantities*<sup>(Note 2)</sup>

- (i) The Tender Form in accordance with the form provided in Volume 1, Section 2; a separate Tender Form is to be submitted for each option tendered, each form clearly marked 'Option 1', 'Option 2' etc.;
- (ii) A financial bid in the form provided in Volume 4.
- (iii) [Any other relevant documentation of a financial nature]

**Notes to Clause 16.1:**

1. *Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within two working days from notification.*
2. *No rectification shall be allowed. Only clarifications on the submitted information may be requested.*

**Tenderers must indicate where the above documentation is to be found in their offer by using an index. All documentation is to be securely bound/filed.**

**Tenderers are NOT required NOR expected to submit, with their offer, any components of the tender document except those specifically mentioned in Clause 16.**

## **17. Tender Prices**

- 17.1 The tender price must cover the whole of the works as described in the tender documents.
- 17.2 The tenderer must provide a breakdown of the overall price in Euro (€).
- 17.3 Tenderers must quote all components of the price **inclusive** of taxes, customs and import duties and any discounts. Tenderers not registered with the VAT authority in Malta, must **still** include in their financial offer any VAT that the contracting authority may have to pay either in Malta or the country where the tenderer is registered irrespective of the reverse charge mechanism. The financial offer will be considered as the total financial cost to the contracting authority including any VAT that may have to be paid not through the winning tenderer. Except as may otherwise be provided for in the contract, no payment will be made for items which have not been costed.
- 17.4 Different options are to be clearly identifiable in the technical and financial submission; a **separate Tender Form (as per Volume 1, Section 2) marked 'Option 1', 'Option 2' etc. for each individual option clearly outlining the price of the relative option is to be submitted.**
- 17.5 If the tenderer offers a discount, the discount must be absorbed in the rates of the Bill of Quantities/Financial Statement.
- 17.6 The prices for the contract, must include all of the works to be provided. The prices quoted are fixed and not subject to revision or escalation in costs.

## **18. Currencies of Tender and Payments**

- 18.1 The currency of the tender is the Euro (€). All sums in the breakdown of the overall price, in the questionnaire and in other documents must be expressed in Euro (€), with the possible exception of originals of bank and annual financial statements.

- 18.2 Payments will be made upon certification of services by the Contracting Authority, based on the invoice issued by the Contractor, in accordance with the timeframes, terms and conditions of the contract.
- 18.3 All correspondence relating to payments, including invoices and interim and final statements, must be submitted as outlined in the contract.

## **19. Period of Validity of Tenders**

- 19.1 Tenders must remain valid for a period of 150 days after the deadline for submission of tenders indicated in the contract notice, the tender document or as modified in accordance with Clauses 11.3 and/or 24. Any tenderer who quotes a shorter validity period will be rejected.
- 19.2 In exceptional circumstances the Central Government Authority may request that tenderers extend the validity of tenders for a specific period. Such requests and the responses to them must be made in writing. A tenderer may refuse to comply with such a request without forfeiting his tender guarantee (Bid Bond). However, his tender will no longer be considered for award. If the tenderer decides to accede to the extension, he may not modify his tender.
- 19.3 The successful tenderer must maintain his tender for a further 60 days from the date of notification of award.

## **20. Tender Guarantee (Bid Bond)**

- 20.1 No tender guarantee (bid bond) is required.

## **21. Variant Solutions**

- 21.1 No variant solutions will be accepted. Tenderers must submit a tender in accordance with the requirements of the tender document.

## **22. Preparation and Signing of Tenders**

- 22.1 All tenders must be submitted in one original. Tenders must comprise the documents specified in Clause 16 above.
- 22.2 The tenderer's submission must be typed in, or handwritten in indelible ink. Any pages on which entries or corrections to his submission have been made must be initialled by the person or persons signing the tender. All pages must be numbered consecutively by hand, machine or in any other way acceptable to the Central Government Authority.
- 22.3 The tender must contain no changes or alterations, other than those made in accordance with instructions issued by the Central Government Authority (issued as clarification notes) or necessitated by errors on the part of the tenderer. In the latter case, corrections must be initialled by the person signing the tender.
- 22.4 The tender will be rejected if it contains any alteration, tampering, addition or deletion to the tender documents not specified in a clarification note issued by the Central Government Authority.

## **D. SUBMISSION OF TENDERS**

### **23. Sealing and Marking of Tenders**

- 23.1 The tenders must be submitted in English and deposited in the Department's tender box before the deadline specified in Clause 2 or as otherwise specified in accordance with Clause 11.1 and/or 24.1. They must be submitted:

EITHER by recorded delivery (official postal/courier service) or hand delivered to:

**Department of Contracts,  
Notre Dame Ravelin,  
Floriana, FRN 1600  
Malta**

Tenders submitted by any other means will not be considered.

- 23.2 Tenderers must seal the tender as outlined in Clause 15.
- 23.3 If the outer envelope is not sealed and marked as required in Sub clause 15.1, the Central Government Authority will assume no responsibility for the misplacement or premature opening of the tender.

## **24. Extension of Deadline for Submission of Tenders**

- 24.1 The Central Government Authority may, at its own discretion, extend the deadline for submission of tenders by issuing a clarification note in accordance with Clause 11. In such cases, all rights and obligations of the Central Government Authority and the tenderer regarding the original date specified in the contract notice will be subject to the new date.

## **25. Late Tenders**

- 25.1 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the Central Government Authority. The associated guarantees will be returned to the tenderers.
- 25.2 No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

## **26. Alterations and Withdrawal of Tenders**

- 26.1 Tenderers may alter or withdraw their tenders by written notification prior to the above deadline. No tender may be altered after the deadline for submission.
- 26.2 Any notification of alteration or withdrawal must be prepared, sealed, marked and submitted in accordance with Clause 23, and the envelope must also be marked with "alteration" or "withdrawal".
- 26.3 The withdrawal of a tender in the period between the deadline for submission and the date of expiry of the validity of the tender will result in forfeiture of the tender guarantee provided for in Clause 20.

## **E. OPENING AND EVALUATION OF OFFERS**

### **27. Opening of Tenders**

- 27.1 Tenders will be opened in public session on the date and time indicated in the timetable at Clause 2 (or as otherwise specified in accordance with Clause 11.1 and/or 24.1) at the Department of Contracts, Notre Dame Ravelin, Floriana, FRN 1600, Malta by the General Contracts Committee. They will draw up a 'Summary of Tenders Received' which will be published on the notice board at the Department of Contracts and shall also be available to view on the Department's website, [www.contracts.gov.mt/tenders](http://www.contracts.gov.mt/tenders).

- 27.2 At the tender opening, the tenderers' names, the tender prices, variants, written notification of alterations and withdrawals, the presence of the requisite tender guarantee and any other information the Central Government Authority may consider appropriate will be published.

- 27.3 Envelopes marked "withdrawal" will be read out first and returned to the tenderer.
- 27.4 Reductions or alterations to tender prices made by tenderers after submission will not be taken into consideration during the analysis and evaluation of tenders.

## **28. Secrecy of the Procedure**

- 28.1 **After the opening of the tenders, no information about the examination, clarification, evaluation or comparison of tenders or decisions about the contract award may be disclosed before the notification of award.**
- 28.2 Information concerning checking, explanation, opinions and comparison of tenders and recommendations concerning the award of contract, may not be disclosed to tenderers or any other person not officially involved in the process unless otherwise permitted or required by law.
- 28.3 Any attempt by a tenderer to approach any member of the Evaluation Committee/Central Government Authority directly during the evaluation period will be considered legitimate grounds for disqualifying his tender.

## **29. Clarification of Tenders**

- 29.1 When checking and comparing tenders, the evaluation committee may, after obtaining approval from the General Contracts Committee, ask a tenderer to clarify any aspect of his tender.
- 29.2 Such requests and the responses to them must be made by e-mail or fax. They may in no circumstances alter or try to change the price or content of the tender, except to correct arithmetical errors discovered by the evaluation committee when analysing tenders, in accordance with Clause 31.

## **30. Tender Evaluation Process**

- 30.1 The following should be read in conjunction with Clause 27.
- 30.2 **Part 1: Administrative Compliance**

The Evaluation Committee will check the compliance of tenders with the instructions given in the tender document, and in particular the documentation submitted in respect of Clause 16.

The Evaluation Committee shall, after having obtained approval by the General Contracts Committee, request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in sub-Clause 16.1(a), 16.1(b) and 16.1(c) of these Instructions to Tenderers. Such rectification/s must be submitted within two (2) working days from notification, and will be subject to a non-refundable administrative penalty of €50: failure to comply shall result in the tender offer not being considered any further. No rectification shall be allowed in respect of the documentation as outlined in sub-Clause 16.1(d), 16.1(e), and 16.1(f) of these Instructions to Tenderers. Only clarifications on the submitted information in respect of the latter may be eventually requested.

- 30.3 **Part 2: Eligibility and Selection Compliance**

Tenders which have been considered administratively compliant shall be evaluated for admissibility as outlined below:

*(i) Eligibility Criteria*

- Tender Form (Volume 1, Section 2)

*(ii) Selection Criteria*

- Evidence of technical capacity (sub-Clause 6.1.2)

**30.4 Part 3: Technical Compliance**

At this step of the evaluation process, the Evaluation Committee will analyse the administratively-compliant tenders' technical conformity in relation to the technical specifications (Volume 3, and the documentation requested by the Contracting Authority as per sub-Clause 16(e)), classifying them technically compliant or non-compliant.

Tenders who are deemed to be provisionally technically compliant through the evaluation of their technical offer (especially the specifications) shall be requested to submit samples and/or CVs and Declarations of Exclusivity and Availability (Volume 1 Section 3) so that the Evaluation Committee will corroborate the technical compliance of the offers received.

**30.5 Part 4. Financial Evaluation**

The financial offers for tenders which were not eliminated during the technical evaluation (i.e., those found to be technically compliant) will be evaluated.

The Evaluation Committee will check that the financial offers contain no arithmetical errors as outlined in Clause 31. [If the tender procedure contains several lots, financial offers are compared for each lot.] The financial evaluation will have to identify the best financial offer [for each lot].

**31. Correction of Arithmetical Errors**

31.1 Admissible tenders will be checked for arithmetical errors by the Evaluation Committee. Errors will be corrected as follows:

- (a) where there is a discrepancy between amounts in figures and in words, the amount in words will prevail;
- (b) where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will prevail.

31.2 The amount stated in the tender will be adjusted by the Evaluation Committee in the event of error, and the tenderer will be bound by that adjusted amount. In this regard, the Evaluation Committee shall seek the prior approval of the General Contracts Committee to communicate the revised price to the tenderer. If the tenderer does not accept the adjustment, his tender will be rejected and his tender guarantee forfeited.

31.3 When analysing the tender, the evaluation committee will determine the final tender price after adjusting it on the basis of Clause 31.1.

**F. CONTRACT AWARD**

**32. Criteria for Award**

32.1 The sole award criterion will be the price. The contract will be awarded to the cheapest priced tender satisfying the administrative and technical criteria.

**33. Right of the Central Government Authority to accept or reject any Tender**

- 33.1 The Central Government Authority reserves the right to accept or reject any tender and/or to cancel the whole tender procedure and reject all tenders. The Central Government Authority reserves the right to initiate a new invitation to tender.
- 33.2 In the event of a tender procedure's cancellation, tenderers will be notified by the Central Government Authority. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes will be returned, unopened, to the tenderers.
- 33.3 Cancellation may occur where:
- (a) the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no response at all;
  - (b) the economic or technical parameters of the project have been fundamentally altered;
  - (c) exceptional circumstances or force majeure render normal performance of the project impossible;
  - (d) all technically compliant tenders exceed the financial resources available;
  - (e) there have been irregularities in the procedure, in particular where these have prevented fair competition.

**In no circumstances will the Central Government Authority be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a tender, even if the Central Government Authority has been advised of the possibility of damages. The publication of a contract notice does not commit the Central Government Authority to implement the programme or project announced.**

#### **34. Notification of Award, Contract Clarifications**

- 34.1 Prior to the expiration of the period of validity of tenders, the Central Government Authority will notify the successful tenderer, in writing, that his tender has been recommended for award by the General Contracts Committee, pending any appeal being lodged in terms of Part XIII of the Public Procurement Regulations (being reproduced in Volume 1, Section 6).
- 34.2 Unsuccessful bidders shall be notified with the outcome of the evaluation process, and will be provided the following information:
- (i) the criteria for award;
  - (ii) the name of the successful tenderer;
  - (iii) the recommended price of the successful bidder;
  - (iv) the reasons why the tenderer did not meet the technical specifications/notification that the offer was not the cheapest (if applicable);
  - (v) the deadline for filing a notice of objection (appeal);
  - (vi) the deposit required if lodging an appeal.
- 34.3 The recommendations of the General Contracts Committee shall be published on the Notice Board of the Department of Contracts, and published online on the Department's website, [www.contracts.gov.mt/gcc](http://www.contracts.gov.mt/gcc).

#### **35. Contract Signing**

- 35.1 After the lapse of the appeals period, and pending that no objections have been received and/or upheld, the successful tenderer may be invited to clarify certain contractual questions raised therein. Such clarification will be confined to issues that had no direct bearing on the choice of the successful tender. The outcome of any such clarifications will be set out in a Memorandum of Understanding, to be signed by both parties and incorporated into the contract.
- 35.2 Within 15 calendar days of receiving the contract (against acknowledgment of receipt) from the Central Government Authority, the successful tenderer will sign and date the contract and return it to the Central Government Authority. On signing of the contract by the Central

Government Authority, the successful tenderer will become the Contractor and the contract will enter into force.

35.3 Before the Central Government Authority signs the contract with the successful tenderer, the successful tenderer may be requested to provide the documentary proof or statements required to show that it does not fall into any of the exclusion situations listed in Clause 7 of the Tender Form (Volume 1, Section 2). The above mentioned documents must be submitted by every member of a Joint Venture/Consortium (if applicable).

35.4 If the selected tenderer fails to sign and return the contract, other required documentation, within the prescribed 15 calendar days, the Central Government Authority may consider the acceptance of the tender to be cancelled without prejudice to the Central Government Authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Central Government Authority.

The tenderer whose tender has been evaluated as **second cheapest** may be recommended for award, and so on and so forth.

35.5 Only the signed contract will constitute an official commitment on the part of the Central Government Authority, and activities may not begin until the contract has been signed by the Central Government Authority and the successful tenderer.

### **36. Commencement of Services**

36.1 Following the signing of the contract by both parties, the Project Manager will issue a written notice of commencement of the services in accordance with the General Conditions, as specified by the Special Conditions.

36.2 The Contractor must inform the Central Government Authority's representative by return that he has received the notice.

## **G. MISCELLANEOUS**

### **37. Ethics Clauses**

37.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Central Government Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his candidacy or tender and may result in administrative penalties.

37.2 Without the Central Government Authority's prior written authorisation, the Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or sub-contracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.

37.3 When putting forward a candidacy or tender, the candidate or tenderer must declare that he is affected by no potential conflict of interest, and that he has no particular link with other tenderers or parties involved in the project.

37.4 The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He must refrain from making public statements about the project or services without the Contracting Authority's prior approval. He may not commit the Contracting Authority in any way without its prior written consent.

37.5 For the duration of the contract, the Contractor and his staff must respect human rights and undertake not to offend the political, cultural and religious morals of Malta.



- 37.6 The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.
- 37.7 The Contractor and his staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor are confidential.
- 37.8 The contract governs the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 37.9 The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the Central Government Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.
- 37.10 The tender(s) concerned will be rejected or the contract terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

### **38. Data Protection and Freedom of Information**

- 38.1 Any personal data submitted in the framework of the procurement procedure and/or subsequently included in the contract shall be processed pursuant to the Data Protection Act (2001). It shall be processed solely for the purposes of the performance, management and follow-up of the procurement procedure and/or subsequent contract by the Central Government Authority/Contracting Authority without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with National and/or Community law.
- 38.2 The provisions of this contract are without prejudice to the obligations of the Central Government Authority in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Central Government Authority, prior to disclosure of any information to a third party in relation to any provisions of this contract which have not yet been made public, shall consult the contractor in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of the Central Government Authority in terms of the Act.

### **39. Gender Equality**

- 39.1 In carrying out his/her obligations in pursuance of this contract, the tenderer shall ensure the application of the principle of gender equality and shall thus 'inter alia' refrain from discriminating on the grounds of gender, marital status or family responsibilities. Tenderers are to ensure that these principles are manifest in the organigram of the company where the principles aforementioned, including the selection criteria for access to all jobs or posts, at all levels of the occupation hierarchy are amply proven. In this document words importing one gender shall also include the other gender.

## VOLUME 1 SECTION 2 - TENDER FORM

(A separate, distinct Tender Form must be submitted for EACH OPTION - if applicable - submitted)

Publication reference: **CT3027/2014**  
 <Name of Tender>Provision of Clinical Placements

|                                |                                                                                                                                                                                                                |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>A. TENDER SUBMITTED BY:</b> | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p style="text-align: right; font-size: small; margin-top: 5px;"><i>(This will be included in the Summary of Tenders Received)</i></p> |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|     | Service intended to be sub-contracted | Name and details of sub-contractors | Value of sub-contracting as percentage of the total cost <sup>3</sup> | Experience in similar services (details to be specified) |
|-----|---------------------------------------|-------------------------------------|-----------------------------------------------------------------------|----------------------------------------------------------|
| 1   |                                       |                                     |                                                                       |                                                          |
| 2   |                                       |                                     |                                                                       |                                                          |
| (.) |                                       |                                     |                                                                       |                                                          |

1. The maximum amount of sub-contracting must not exceed [40%] of the total contract value. The main contractor must have the ability to carry out at least [60%] of the contract works by his own means.

**B CONTACT PERSON (for this tender)**

|                  |                         |                |              |
|------------------|-------------------------|----------------|--------------|
| <b>Name</b>      |                         | <b>Surname</b> |              |
| <b>Telephone</b> | (____) _____            | <b>Fax</b>     | (____) _____ |
| <b>Address</b>   | .....<br>.....<br>..... |                |              |
| <b>E-mail</b>    |                         |                |              |

**C TENDERER'S DECLARATION(S)**

To be completed and signed by the tenderer

In response to your letter of invitation to tender for the above contract, we, the undersigned, hereby declare that:

- 1 We have examined, and accept in full and in its entirety, the content of this tender document (including subsequent Clarifications Notes issued by the Central Government Authority) for invitation to tender No [\_\_\_\_\_/\_\_\_\_\_] of [...../...../.....]. We hereby accept the contents thereto in their entirety, without reservation or restriction. We also understand that any disagreement, contradiction, alteration or deviation shall lead to our tender offer not being considered any further.
- 2 We offer to provide, in accordance with the terms of the tender document and the conditions and time limits laid down, without reserve or restriction, the following services:  
  
Clinical Training and material etc] [*description of services*]
- 3 The total price of our tender (inclusive of duties, VAT, other taxes and any discounts) is:  
  
As per Volume 4 Financial Bid.
- 4 This tender is valid for a period of 150 days from the final date for submission of tenders.
- 6 We are making this application in our own right or this tender. We confirm that we are not tendering for the same contract in any other form.
- 7 We are not bankrupt or under an administration appointed by the Court, or under proceedings leading to a declaration of bankruptcy. We also declare that we have not been convicted criminally, or found guilty of professional misconduct. Furthermore, we are up-to-date in the payment of social security contributions and other taxes.
- 8 We accept that we shall be excluded from participation in the award of this tender if compliance certificates in respect of declarations made under Clause 7 of this declaration are not submitted by the indicated dates.
- 9 We agree to abide by the ethics clauses of the instructions to tenderers and, in particular, have no potential conflict of interests or any relation with other candidates or other parties in the tender procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other tender in this procedure. We recognise that our tender may be excluded if we propose key experts who have been involved in preparing this project or engage such personnel as advisers in the preparation of our tender.
- 10 We will inform the Central Government Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any false, inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the Government of Malta and the European Communities.
- 11 Our tender submission has been made in conformity with the Instructions to Tenderers, and in this respect we confirm having included in the appropriate packages as required, the following documentation:

**Selection Criteria**

- (a) **Technical Capacity** <sup>(Note 1)</sup>
  - Evidence as requested in Clause 6.1.2 of the Instructions to Tenderers Volume 1
  - Personnel (Key Experts) to be employed on contract
- (b) **Evaluation Criteria/Technical Specifications** <sup>(Note 1)</sup>
  - Tenderer's Technical Offer
- (c) **Tender Form, and Financial Offer/Bill of Quantities** <sup>(Note 2)</sup>

**Notes:**

1. *Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within two working days from notification. This is indicated by the symbol ○*
2. *No rectification shall be allowed. Only clarifications on the submitted information may be requested. This is indicated by the symbol ●*

- 12 I acknowledge that the Central Government Authority and/or Contracting Authority shall request rectifications in respect of incomplete/non-submitted information pertinent to the documentation listed in Clause 11(a) and 11(b) of this Tender Form. We understand that such rectification/s must be submitted within two (2) working days, and will be subject to a non-refundable administrative penalty of €50, and that failure to comply shall result in our offer not being considered any further.
- 13 We note that the Central Government Authority is not bound to proceed with this invitation to tender and that it reserves the right to cancel or award only part of the contract. It will incur no liability towards us should it do so.

Name and Surname: \_\_\_\_\_

Signature of tenderer: \_\_\_\_\_

Duly authorised to sign this  
tender on behalf of: \_\_\_\_\_

Company  
(if applicable) \_\_\_\_\_

Stamp of the firm/company: \_\_\_\_\_

Place and date: \_\_\_\_\_

## VOLUME 1 SECTION 3

### Sub-Contracting

If the tenderer plans to sub-contract part of the works, he must provide the following details:

| Service/s intended to be sub-contracted | Name and details of sub-contractors | Value of sub-contracting as percentage of the total cost | Experience in similar services (details to be specified) |
|-----------------------------------------|-------------------------------------|----------------------------------------------------------|----------------------------------------------------------|
|                                         |                                     |                                                          |                                                          |
|                                         |                                     |                                                          |                                                          |
|                                         |                                     |                                                          |                                                          |
|                                         |                                     |                                                          |                                                          |
|                                         |                                     |                                                          |                                                          |
|                                         |                                     |                                                          |                                                          |
|                                         |                                     |                                                          |                                                          |
|                                         |                                     |                                                          |                                                          |
|                                         |                                     |                                                          |                                                          |

Signature: .....  
(the person or persons authorised to sign on behalf of the tenderer)

Date: .....

# EVIDENCE

## 2. Evidence as requested in Clause 6.1.2 of Volume 1 Instructions to Tenderers

Signature: .....

*(the person or persons authorised to sign on behalf of the tenderer)*

Date: .....

### 3. Key Experts

The Evaluation Committee reserves the right to request the tenderers to substantiate their claims in respect to the staff proposed by requesting CVs of Key Experts during the evaluation stage. Key Experts shall also be requested to submit a filled-in Statement of Exclusivity and Availability during the evaluation stage.

| Name of Expert | Proposed Position | Nationality | Age | Educational Background | Specialist Area of Knowledge | Years of Experience | Languages and Degree of Fluency (VG; G; W) |
|----------------|-------------------|-------------|-----|------------------------|------------------------------|---------------------|--------------------------------------------|
|                |                   |             |     |                        |                              |                     |                                            |
|                |                   |             |     |                        |                              |                     |                                            |
|                |                   |             |     |                        |                              |                     |                                            |
|                |                   |             |     |                        |                              |                     |                                            |
|                |                   |             |     |                        |                              |                     |                                            |
|                |                   |             |     |                        |                              |                     |                                            |
|                |                   |             |     |                        |                              |                     |                                            |
|                |                   |             |     |                        |                              |                     |                                            |

Signature: .....  
*(the person or persons authorised to sign on behalf of the tenderer)*

Date: .....

## VOLUME 1 SECTION 4 - GLOSSARY

### Definitions

*Note: the present definitions are given here for convenience only, in the context of the tender procedure. The definitions set out in the contract as concluded are determining for the relations between the parties to the contract.*

**Administrative order:** Any written or oral instruction or order issued by the Project Manager to the Contractor regarding the execution of the services.

**Beneficiary Country:** The Maltese Islands.

**Breakdown of the overall price:** A heading-by-heading list of the rates and costs making up the price for a lump-sum contract.

**Budget Breakdown:** In a fee-based contract, the schedule which breaks down the contract value, stating out the fee rates and the provision for incidental expenses.

**Cash Flow Forecast:** The Contractor's estimate of the cash flows arising directly from the execution of a fee-based contract.

**Central Government Authority:** means the Department of Contracts.

**Commission:** The European Commission.

**Conflict of interest:** Any event influencing the capacity of a candidate, tenderer or supplier to give an objective and impartial professional opinion, or preventing him, at any moment, from giving priority to the interests of the Central Government Authority and the Contracting Authority. Any consideration relating to possible contracts in the future or conflict with other commitments, past or present, of a candidate, tenderer or supplier, or any conflict with his own interests. These restrictions also apply to sub-contractors and employees of the candidate, tenderer or supplier.

**Contract:** The signed agreement entered into by the parties for the performance of the services, including all attachments thereto and all documents incorporated therein.

**Contract Value:** The total value of the contract to be paid by the Contracting Authority in terms of the agreed terms and conditions.

**Contracting Authority:** means the final beneficiary of the contract.

**Contractor:** The party which contracts to perform the services.

**Day:** Calendar day.

**Drawings:** Drawings provided by the Contracting Authority, and/or drawings provided by the Contractor and approved by the Project Manager, for the carrying out of the services.

**EC:** The European Community.

**EU:** The European Union.

**Evaluation Committee:** a committee made up of an odd number of voting members (at least three) appointed by the Central Government Authority and possessing the technical, linguistic and administrative capacities necessary to give an informed opinion on tenders.

**Fee-Based Contract:** A contract under which the services are provided on the basis of fixed fee rates for each day/hour worked by experts/service provider.

**Final Beneficiary:** The Department/Entity or other government body on whose behalf the Department of Contracts has issued this tender.



**Foreign currency:** Any currency permissible under the applicable provisions and regulations other than the Euro, which has been indicated in the tender.

**General conditions:** The general contractual provisions setting out the administrative, financial, legal and technical clauses governing the execution of contracts.

**General damages:** The sum not stated beforehand in the contract, which is awarded by a court or an arbitration tribunal, or agreed between the parties, as compensation payable to an injured party for a breach of the contract by the other party.

**Global Price Contract:** A contract under which the services are performed for an all-inclusive fixed price.

**In writing:** This includes any hand-written, typed or printed communication, including fax transmissions and electronic mail (e-mail).

**Liquidated damages:** The sum stated in the contract as compensation payable by the Contractor to the Contracting Authority for failure to complete the contract or part thereof within the periods under the contract, or as payable by either party to the other for any specific breach identified in the contract.

**Modification:** An instruction given by the Project Manager which modifies the works.

**Month:** Calendar month.

**National currency:** The currency of the country of the Contracting Authority.

**Period:** A period begins the day after the act or event chosen as its starting point. Where the last day of a period is not a working day, the period expires at the end of the next working day.

**Plant:** appliances and other machinery, and, where applicable under the law and/or practice of the state of the Contracting Authority, the temporary structures on the site required to carry out the works but excluding equipment or other items required to form part of the permanent works.

**Project:** The project in relation to which the services are to be provided under the contract.

**Project Manager:** The natural or legal person responsible for monitoring the implementation of the contract on behalf of the Contracting Authority.

**Public Service:** Government Ministries and Departments.

**Services:** Activities to be performed by the Contractor under the contract such as technical assistance, studies, training and designs.

**Special conditions:** The special conditions laid down by the Contracting Authority as an integral part of the tender document, amplifying and supplementing the general conditions, clauses specific to the contract and the terms of reference.

**Tender document/s:** The dossier compiled by the Contracting Authority and containing all the documents needed to prepare and submit a tender.

**Tender price:** The sum stated by the tenderer in his tender for carrying out the contract.

**Terms of Reference:** The document in Volume 3, Section 1, drawn up by the Contracting Authority giving the definition of its requirements and/or the objectives in respect of the provision of services, specifying, where relevant, the methods and resources to be used by the Contractor and/or the results to be achieved by it.

**Time Limits:** Those periods in the contract which shall begin to run from the day following the act or event which serves as the starting point for those periods. Should the last day of the period fall upon a non-working day, the period shall expire at the end of the first working day following the last day of the period.

**Written communications:** Certificates, notices, orders and instructions issued in writing under the contract.

# VOLUME 1 SECTION 5 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

## Part XIII - Appeals

The procedure for the submission of appeals is stipulated in Part XIII of the Public Procurement Regulations (Legal Notice 296/2010), reproduced hereunder for ease of reference.

- (1) Any tenderer or candidate concerned, or any person, having or having had an interest or who has been harmed or risks being harmed by an alleged infringement or by any decision taken including a proposed award in obtaining a contract or a cancellation of a call for tender, may file a notice of objection with the Review Board.

The notice shall be filed within ten calendar days following the date on which the contracting authority has by fax or other electronic means sent its proposed award decision.

The communication to each tenderer of the proposed award shall be accompanied by a summary of the relevant reasons relating to the rejection of the tender as set out in regulation 44(3), and by a precise statement of the exact standstill period.

The notice of objection shall only be valid if accompanied by a deposit equivalent to 0.75 per cent of the estimated value of the whole tender prior to publication or if the tender is divided into lots according to the estimated of the tender for each lot submitted by the tenderer, provided that in no case shall the deposit be less than one thousand and two hundred euro (€1,200) or more than fifty-eight thousand euro (€58,000). The Secretary of the Review Board shall immediately notify the Director that an objection had been filed with his authority thereby immediately suspending the award procedure. The Department of Contracts or the contracting authority involved, as the case may be, shall be precluded from concluding the contract during the period of ten calendar days allowed for the submission of appeals. The award process shall be completely suspended if an appeal is eventually submitted.

- (2) The procedure to be followed in submitting and determining complaints as well as the conditions under which such complaints may be filed shall be the following:
- (a) any decision by the General Contracts Committee (or a Special Contracts Committee) and by a contracting authority, shall be made public at the Department of Contracts or at the office of the contracting authority prior to the award of the contract;
  - (b) the notice of objection duly filed in accordance with sub-regulation (1) shall be made public by the Review Board not later than the next working day following its filing;
  - (c) within three working days of the publication of the replies the Secretary of the Review Board shall prepare a report (the Analysis Report) analysing the letter of objection. This report shall be circulated to the persons who file an objection and interested parties. After the preparatory process is duly completed, the Head of the contracting authority shall forward to the Chairman of the Review Board all documentation pertaining to the call for tenders in question including files, tenders submitted, copies of deposit receipts, any motivated letter, who shall then proceed as stipulated in Part XIV;
  - (d) the Director or the Head of the contracting authority shall publish a copy of the decision of the Review Board at his department or at the premises of the relevant contracting authority, as the case may be.

Copies of the decision shall be forwarded by the Secretary of the Board to the complaining tenderer, any persons who had registered or had an implied interest, the Director of Contracts and to the contracting authority concerned.



## VOLUME 2

### VOLUME 2 SECTION 1 - DRAFT CONTRACT FORM

Financed by: ..... [Specify Source of Financing]

Project: ..... [Title and Number]

Contract Number: ..... [Contract Number]

This contract is concluded between:

Department of Contracts  
Notre Dame Ravelin  
Floriana FRN 1600  
Malta

(hereinafter called “The Central Government Authority”) on behalf of [name of Contracting Authority and address] on the one part, and

[Name of Contractor]  
[Address]

(hereinafter called “The Contractor”) on the other part,

Whereas the Central Government Authority is desirous that certain services should be executed by the Contractor, viz.:

#### **[Contract Title]**

and has accepted a tender by the Contractor for the execution and completion of such services and the remedying of any defects therein.

#### **It is hereby agreed as follows:**

1. In this contract words and expressions shall have the meanings assigned to them in the contractual conditions set out below.
2. The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:
  - (a) this Contract,
  - (b) the Special Conditions,
  - (c) the General Conditions,
  - (d) the Terms of Reference,
  - (e) the Contractor’s technical offer (Organization & Methodology) (including any clarifications made during adjudication),
  - (f) the Financial Offer (after arithmetical corrections)/breakdown,
  - (g) the Tender Form,
  - (h) any other documents forming part of the contract.

Addenda shall have the order of precedence of the document they are modifying.

3. In consideration of the payments to be made by the Contracting Authority to the Contractor as hereinafter mentioned, the Contractor undertakes to execute and complete the works and remedy defects therein in full compliance with the provisions of the contract.
4. The Contracting Authority hereby agrees to pay the Contractor in consideration of the execution and completion of the works and remedying of defects therein the amount of:

- Contract price **including** VAT/other taxes): €.....
- Contract price in words:..... Euro

or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract. VAT shall be paid in compliance with National Law (in particular the VAT Act 1998, the Act No X of 2003 and relevant Legal Notices).

5. In witness whereof the parties hereto have signed the contract. This contract shall take effect on the date on which it is signed by the last party.
6. The provisions of this contract are without prejudice to the obligations of the Central Government Authority in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Central Government Authority, prior to disclosure of any information to a third party in relation to any provisions of this contract which have not yet been made public, shall consult the contractor in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of the Central Government Authority in terms of the Act.

Done in English in three originals: one for the Central Government Authority, one for the Contracting Authority, and one for the Contractor.

**Central Government Authority:**

**Contractor:**

Signed by:

Signed by:

.....

.....

In the capacity of:

In the capacity of:

.....

.....

Being fully authorized by and acting on behalf of

Being fully authorized by and acting on behalf of

.....

.....

Date: .....

Date: .....

## VOLUME 2 SECTION 2 - GENERAL CONDITIONS

The full set of General Conditions for Services Contracts (Version 1.05) can be viewed/downloaded from:

[www.contracts.gov.mt/conditions](http://www.contracts.gov.mt/conditions)

It is hereby construed that the tenderers have availed themselves of these general conditions, and have read and accepted in full and without reservation the conditions outlined therein, and are therefore waiving any standard terms and conditions which they may have.

These general conditions will form an integral part of the contract that will be signed with the successful tenderer/s.

## VOLUME 2 SECTION 3 - SPECIAL CONDITIONS

These conditions amplify and supplement, if necessary, the General Conditions governing the contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions. Other Special Conditions should be indicated afterwards.

### **Article 2: Notices and Written Communications**

- 2.2 Any written communication relating to this contract must be sent by post, fax, e mail or by hand to:

Contracting Authority

Ministry for Health,  
15 Merchants Street  
Valletta  
Malta

**Email: cpsa-tenders.mfh@gov.mt**

- 7.8 **Article 7: Obligations of the Contractor**

No performance guarantee is to be provided.

### **Article 15: Scope of the Services**

- 15.1 The scope of the services is defined in Volume 3(Terms of Reference)

### **Article 18: Execution of the Contract**

- 18.1 The date for commencing performance shall be July 2014

- 18.2 The performance period of the contract shall be July 2014 till April 2016, however the Masters thesis must be completed by May 2015.

### **Article 19: Delays in Execution**

- 19.2 The amount of liquidated damages for every day, or part thereof, elapsing between the period of execution and the actual end of the period of execution shall be €6,000 (six thousand euro).

The amount of the flat rate compensation per day of delay and the maximum aggregate amount of such compensation shall be 1/1000 of the contract price per day's delay up to a limit of 20% of the total contract price.

### **Article 24: Interim and Final Progress Reports**

- 24.1 The contractor shall submit to the Contracting Authority interim reports at three monthly intervals on the progress of each trainee with respect to the clinical training, together with a report on the Training planned for the next three month period as per schedule below

| Date       | Deliverables                                                                           |
|------------|----------------------------------------------------------------------------------------|
| 01/07/2014 | 1.Training Programme Inception Report<br>2. Training Planned Report for next quarter   |
| 01/10/2014 | 1. Progress Report for previous quarter<br>2. Training Planned Report for next quarter |
| 01/01/2015 | 1. Progress Report for previous quarter<br>2. Training Planned Report for next quarter |
| 01/04/2015 | 1. Progress Report for previous quarter<br>2. Training Planned Report for next quarter |
| 01/07/2015 | 1. Progress Report for previous quarter<br>2. Training Planned Report for next quarter |
| 01/10/2015 | 1. Progress Report for previous quarter<br>2. Training Planned Report for next quarter |

|            |                                                                                             |
|------------|---------------------------------------------------------------------------------------------|
| 01/01/2016 | 1. Progress Report for previous quarter<br>2. Training Planned Report for next quarter      |
| 01/03/2016 | 1. Progress Report for previous quarter<br>2. Training Planned Report for remaining month/s |
| 01/05/2016 | 1. Final progress report on each trainee                                                    |

A final progress report on each trainee with respect to the clinical training would be required at the end of the training programme.

The Masters thesis must be carried out according to the current regulations of the University of Malta and supervisors would be asked to submit bimonthly reports on student progress.

However, any serious failure in progress by any trainee should be reported immediately

**Article 26: Payments and Interest on Late Payment**

26.1

This is a global-price contract.

The contractor is to submit, invoices in respect of each trainee as per schedule below:

| Date       | Deliverables                                                                                | Invoice | Amount % of Contract |
|------------|---------------------------------------------------------------------------------------------|---------|----------------------|
| 01/07/2014 | 1. Training Programme Inception Report<br>2. Training Planned Report for next quarter       | Yes     | 22%                  |
| 01/10/2014 | 1. Progress Report for previous quarter<br>2. Training Planned Report for next quarter      | Yes     | 12%                  |
| 01/01/2015 | 1. Progress Report for previous quarter<br>2. Training Planned Report for next quarter      | Yes     | 12%                  |
| 01/04/2015 | 1. Progress Report for previous quarter<br>2. Training Planned Report for next quarter      | Yes     | 12%                  |
| 01/07/2015 | 1. Progress Report for previous quarter<br>2. Training Planned Report for next quarter      | Yes     | 12%                  |
| 01/10/2015 | 1. Progress Report for previous quarter<br>2. Training Planned Report for next quarter      | Yes     | 12%                  |
| 01/01/2016 | 1. Progress Report for previous quarter<br>2. Training Planned Report for next quarter      | No      | 0%                   |
| 01/03/2016 | 1. Progress Report for previous quarter<br>2. Training Planned Report for remaining month/s | No      | 0%                   |
| 01/05/2016 | 1. Final progress report on each trainee                                                    | Yes     | 18%                  |

26.2

Sums due shall be paid within no more than 60 calendar days from the date on which an admissible payment request is registered by the competent department specified in the Special Conditions. The date of payment shall be the date on which the institution's account is debited. The payment request shall not be admissible if one or more essential requirements are not met.

Once the deadline referred to above has expired, the Contractor may, within two months of late payment, claim late-payment interest meaning simple interest for late payment at a rate which is equal to the sum of the reference rate and at least eight percent (8%); on the first day of the month in which the deadline expired. The late-payment interest shall apply to the time which elapses between the date of the payment deadline (exclusive), and the date on which the Contracting Authority's account is debited (inclusive).



# VOLUME 3 SECTION 1 - CONTRACTING AUTHORITY'S REQUIREMENTS (TERMS OF REFERENCE)

**Note:**

Where in this tender document a standard is quoted, it is to be understood that the Contracting Authority will accept equivalent standards. However, it will be the responsibility of the respective bidders to prove that the standards they quoted are equivalent to the standards requested by the Contracting Authority.

## TENDER FOR CLINICAL TRAINING IN MEDICAL PHYSICS

### TECHNICAL SPECIFICATIONS:

#### TENDER FOR CLINICAL TRAINING IN MEDICAL PHYSICS

1. The University of Malta is currently offering a two year programme leading to a Masters in Medical Physics. As clinical training opportunities in Malta are limited, the Ministry for Health, of the Government of Malta will be offering medical physics trainee choice of clinical training placements in ONE of the following specialties of Medical Physics:
  - (i) Medical Physics in Diagnostic and Interventional Radiology; OR
  - (ii) Medical Physics in Nuclear Medicine; OR
  - (iii) Medical Physics in Radiation Oncology
2. At overseas established training institutions (that is medical physics departments in large academic teaching hospitals with an already well established clinical training programme in all specialties for medical physicists).
3. Clinical training is required for trainees to achieve the level of Qualified Medical Physicist (as defined by the European Federation of Organizations for Medical Physics) in their chosen specialty of Medical Physics (i.e., (i) Medical Physics in Diagnostic and Interventional Radiology; or (ii) Medical Physics in Nuclear Medicine; or (iii) Medical Physics in Radiation Oncology).
4. The training MUST be held in English and SHALL include patient, occupational and public radiation protection associated with the respective specialty.
5. During their training period the trainees are expected to carry out a clinically oriented research project and write a dissertation with a weighting of 30 ECTS credits in their medical physics specialty and in accordance with the regulations of the University of Malta. For this purpose, the training institution shall provide all required materials, equipment and onsite supervision and work in conjunction with the appointed supervisor of the University of Malta.
6. Training centres shall, with their bid, submit a proposed training plan which must be based on the IAEA Training Course Series document for Medical Physicists corresponding to the specific specialty of Medical Physics (IAEA Training Course Series numbers 37 or 47 or 50). This proposed training plan shall be subject to approval by the Contracting Authority, which shall take the required decisions on the training plan following award of this tender to the successful bidder.
7. The duration of clinical placements shall be twenty two (22) months commencing July 2014 and ending April 2016. The dissertation would need to be presented by the student for examination by the 15<sup>th</sup> May 2015.
8. Subcontracting of the placements is permissible, however the Contractor is to attach the memorandum of understanding between him and the subcontracting party with the Offer submitted, which memorandum of understanding shall give written assurance of the carrying out of the placements for which an offer is being submitted.
9. Bids must be for ALL THREE SPECIALITIES. A Bid which refers to only one or two of the specialities will NOT be accepted. The cost per Trainee shall be the same irrespective of the speciality and any costs shall be inclusive of ALL applicable charges.
10. Details per specialty:

**a. Medical Physics in Diagnostic and Interventional Radiology ( 4 trainees)**

Training shall include all common imaging modalities and include both ionizing and non-ionising imaging devices. Training in projection x-ray imaging shall be based on digital devices. Training shall include up-to-date technologies and techniques (e.g., spiral CT, diffusion tensor imaging and fMRI, Doppler and tissue harmonic imaging).

**b. Medical Physics in Nuclear Medicine ( 2 trainees)**

Training shall include gamma camera, SPECT and whole body PET-CT imaging with all commonly used unsealed radionuclides as well as all radioisotope generator, radiopharmacy and cyclotron procedures associated with nuclear medicine. The training shall also include therapeutic and interventional nuclear medicine procedures using all commonly used unsealed radionuclides.

**c. Medical Physics in Radiation Oncology (4trainees)**

Training must include both external beam (including advanced treatment modalities such as IMRT, IMAT, VMAT and IGRT) and brachytherapy (including HDR/PDR) and make use of Elekta linear accelerators, Mosaiq IMT system and CMS Xio and Monaco treatment planning systems. Training should include also associated imaging techniques to a level required by Medical Physicists in Radiation Oncology. In view of the equipment already available at the Contracting Authority, these placements can only be carried out on Elekta equipment.

11. Although the quantity requested in the Financial Bid is ten (10) the Ministry For Health reserves the right to decrease the qty to eight (8) and by doing so would not be held liable for any damages whatsoever. Payment shall be effected per placement and consequently tenderers should base their offer on the cost of each placement.

# VOLUME 3 SECTION 2 - TENDERER'S TECHNICAL OFFER (ORGANIZATION & METHODOLOGY)

To be completed by the tenderer

## 1. RATIONALE

- Any comments on the Terms of reference of importance for the successful execution of activities, in particular its objectives and expected results, thus demonstrating the degree of understanding of the contract. **Any comments contradicting the Terms of reference or falling outside their scope will not form part of the final contract**
- An opinion on the key issues related to the achievement of the contract objectives and expected results

## 2. STRATEGY

- An outline of the approach proposed for contract implementation
- A list of the proposed activities considered to be necessary to achieve the contract objectives
- The related inputs and outputs
- A description of the support facilities (back-stopping) that the team of experts will have from the contractor during the execution of the contract
- A description of sub-contracting arrangements foreseen, if any and within the limit indicated in Note 3 in Section A of Volume 1 Section 2 - Tender Form, with a clear indication of the tasks that will be entrusted to a sub-contractor and a statement by the tenderer guaranteeing the eligibility of any sub-contractor

## 3. TIMETABLE OF ACTIVITIES

- The timing, sequence and duration of the proposed activities.
- The identification and timing of major milestones in execution of the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the Terms of reference

## VOLUME 4 - FINANCIAL BID

### FINANCIAL BID BREAKDOWN

| Item               | Description of Service                                                                                                                                                                                                                    | Price Per trainee inclusive of all taxes but excluding VAT (€) | VAT per trainee (€) | Qty | Total Price inclusive of all taxes but excluding VAT (€) | Total VAT (€) | Total cost inclusive of VAT (€) |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|---------------------|-----|----------------------------------------------------------|---------------|---------------------------------|
| A                  | Clinical training for trainees to achieve the level of Qualified Medical Physicist (as defined by the European Federation of Organizations for Medical Physics)                                                                           |                                                                |                     | 10* |                                                          |               |                                 |
| B                  | Materials, equipment and onsite supervision and work in conjunction with the appointed supervisor of the University of Malta for the Clinically oriented research project and writing of dissertation with a weighting of 30 ECTS credits |                                                                |                     | 10* |                                                          |               |                                 |
| <b>GRAND TOTAL</b> |                                                                                                                                                                                                                                           |                                                                |                     |     |                                                          |               |                                 |

**\* The quantities indicated in the Financial Bid are for adjudication purposes only and the Ministry for Health reserves the right to decrease the quantity to eight each.**